

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

JUAN PAEZ, RAMON A. JIMENEZ PERALTA,  
and RAFAEL LUNA, individually and on behalf of  
those individuals similarly situated,

Plaintiffs,

-against-

WHALENECK ENTERPRISES d/b/a THE  
BOATHOUSE RESTAURANT and LINDSAY  
MAGILL,

Defendants.

Civ. Action No. 16-cv-02673 (ADS) (ARL)

**OFFER OF JUDGMENT TO  
PURSUANT TO RULE 68 OF THE  
FEDERAL RULES OF CIVIL  
PROCEDURE**

TO: Saul D. Zabell  
Zabell & Associates, PC  
One Corporate Drive, Suite 103  
Bohemia, NY 11716

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants Whaleneck Enterprises, Inc. and Lindsay MaGill (collectively, the “Defendants”), by and through their attorneys, Stevenson Marino LLP, hereby offer to allow judgment to be taken against them by Juan Paez, Ramon A. Jimenez Peralta, Rafael Luna, and Aquiles V. Nunez (collectively, the Plaintiffs”) in the above-captioned action. Defendants hereby offer Juan Paez Ten Thousand Dollars (\$10,000), Ramon A. Jimenez Peralta Ten Thousand Dollars (\$10,000), Rafael Luna Ten Thousand Dollars (\$10,000), and Aquiles V. Nunez Ten Thousand Dollars (\$10,000) in full and final settlement of all of claims the foregoing individuals may have against Defendants. Defendants further offer Zabell & Associates, P.C. Ten Thousand Dollars (\$10,000), which represents all attorneys’ fees and costs incurred in connection with this Action. Defendants shall remit the foregoing amounts in six monthly payments of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33), (i.e., \$1,666.66 paid monthly to each Plaintiff

and Zabell & Associates, P.C.). The foregoing offer is contingent upon the acceptance by all four Plaintiffs. The first set of payments shall be mailed to Zabell & Associates, P.C., on or before twenty (20) days following the Court's dismissal of the above-captioned action with prejudice. Each additional installment of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33) shall be mailed to Zabell & Associates, P.C. thirty (30) days after the mailing of the preceding payment.

This offer is made for the purposes of Rule 68 only, and neither it nor any judgment resulting from this offer may be construed as an admission of liability or unlawful conduct by any Defendant.

Date: March 7, 2017  
New York, New York

/s/ Justin R. Marino  
Justin R. Marino, Esq.  
STEVENSON MARINO LLP  
75 Maiden Lane, Suite 402  
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Attorneys for Defendants